

**BOARD BILL NO. 219     INTRODUCED BY ALDERWOMAN TAMMIKA HUBBARD,  
ALDERMAN JOHN COATAR**

An ordinance recommended by the Board of Estimate and Apportionment and the Board of Public Service authorizing and directing the execution and delivery of a St. Louis Riverfront Stadium Project Financing, Construction and Lease Agreement (the “Financing Agreement”) by and among The City of St. Louis, Missouri (the “City), the Regional Convention and Sports Complex Authority (the “Authority”), and the State of Missouri (the “State”, and collectively with the City, the “Sponsors”), pertaining to the design, construction, financing and leasing of a new professional sports facility designed to host professional football and other sporting, recreational, and entertainment events, and issuance of and provision for repayment of bonds issued by the Authority to finance said facility; authorizing the planning, design and construction of certain public works or improvements; authorizing and directing the Mayor and the Comptroller to enter into and execute, on behalf of the City, said Financing Agreement; authorizing and directing the taking of other actions and approvals and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing an emergency clause and a severability clause.

WHEREAS, the Authority is authorized to plan, construct, lease, operate and maintain sports stadiums and other facilities and to issue bonds for such purposes; and

WHEREAS, the Authority is currently planning to redevelop a portion of the City by construction of a new professional sports facility (the “Stadium”) which will be owned by the Authority and designed to host professional football and other sporting, recreation and entertainment events and other improvements as further described in the Financing Agreement

(collectively, the “Project”), and a National Football League (“NFL”) franchise (the “NFL Team”) is expected to enter into a lease, sublease or other binding commitment with the Authority to play NFL football games in the Project for a term not shorter than 30 years or the term of any bonds secured by City payments (whichever is longer); and

WHEREAS, the Project will significantly benefit the Sponsors by: (a) increasing state and local tax revenues through the creation of new jobs and the retention of existing jobs; (b) increasing state and local tax revenues through increased sales; (c) increasing state and local tax revenues through increased property tax values; (d) increasing state and local tax revenues through increased taxes withheld or paid by employers; (e) increasing sports activity, recreational entertainment, convention, and tourism activities within the City and the State; and (f) causing redevelopment of an area within the City in need of redevelopment and creating an environment to stimulate additional private investment in the area in and near the area in which the Project will be located; and

WHEREAS, the City is authorized pursuant to the Constitution and the laws of the State of Missouri, the City Charter, and other applicable provisions of law, to enter into contracts, agreements, leases and subleases with the State, other governmental entities such as the Authority and other entities and individuals, to acquire, sell, convey, lease, sublease, own, operate, finance, develop or improve or any combination thereof property, including, without limitation, the Project, and to agree to pay rents or other fees or charges, subject to annual appropriations; and

WHEREAS, Section 70.220(1) RSMo. further authorizes the City to cooperate with private parties in support of the development and operation of public facilities; therefore, in support of the development and operation of the Project, in conjunction with the funding obligations of the Authority and the State described in the Financing Agreement, subject to annual appropriations, the City is prepared to provide one or more annual appropriations as described in the Financing Agreement for purposes of pledging certain tax revenues for reimbursement to the NFL Team that will utilize the Project and providing debt service, including paying agent fees, trustee fees and other annual debt service-related fees over the term of one or more bond issues or other debt financings of the Authority that will provide funds for payment of construction costs for the Project; and

WHEREAS, in order for the Sponsors and the Authority to cooperate in the design, construction, financing and operation of the Project, it is necessary that the City enter into and execute the Financing Agreement, a form of which is attached hereto and marked as Exhibit A; and

WHEREAS, the Financing Agreement expressly provides that the Authority shall be solely responsible for the risk of any costs overruns with regards to the Project and the City shall not be obligated to (a) make any annual appropriations in excess of the amounts expressly set forth in the Financing Agreement or (b) levy any new taxes in order to raise revenues to make such annual appropriations; and

WHEREAS, the Financing Agreement expressly provides that the performance of the Sponsors under the Financing Agreement is expressly contingent upon the receipt of evidence of

the satisfaction of all of the following conditions to the reasonable satisfaction of the Authority and the Sponsors by the date stated in the Financing Agreement:

- (a) The NFL irrevocably commits to a contribution of not less than \$200,000,000 for the Project from the NFL G4 program or from other funds;
- (b) The NFL Team signs a lease, sublease or other binding commitment (the “NFL Team Lease”) to play NFL football games in the sports facility constructed as part of the Project for a term of not less than 30 years or the term of the Project Bonds, whichever is longer;
- (c) The NFL Team signs a binding and enforceable non-relocation agreement with the Authority that includes specific performance and injunctive relief provisions, pursuant to which (A) the NFL Team will irrevocably and unconditionally commit and guarantee to play all its home pre-season, regular season, and post-season games at the Project for a term of not less than 30 years (subject to a limited number of NFL-approved neutral site games and other customary exceptions), and (B) the NFL Team will be required to maintain its membership in the NFL during such term and will be prohibited from (1) relocating from the City, (2) applying to the NFL to transfer to another location outside of the City, (3) entering into or participating in any negotiations or discussions with, or applying for, or seeking approval from, third parties with respect to any agreement, legislation, or financing that contemplates or would be reasonably likely to result in, any breach of the non-relocation agreement, and (4) terminating the non-relocation agreement during the term of the NFL Team Lease;

(d) The NFL Team irrevocably commits to a contribution of not less than \$250,000,000 for the Project;

(e) The Authority receives proceeds from the sale of seat licenses or from other funds for the Project in an amount of not less than \$160,000,000;

(f) The final closing of any financing transactions necessary to effectuate (a)-(e) above; and

WHEREAS, in further cooperation and support of the Project, the City, on behalf of the Authority, desires to make public works and improvements upon property near or adjacent to the area of the Project, and the Ordinance, and the public works and improvements specified herein, have been recommended and approved by the Board of Public Service; and

WHEREAS, the Financing Agreement requires that the Authority shall (a) cause the Project to comply with all applicable federal, state and local laws and executive orders regarding contracting, hiring and employment, including applicable executive orders setting reasonable goals for minority and women owned business participation and minority hiring, including, but not limited to, the Mayor's Executive Orders #28, #46 and #47, and Ordinance Nos. 68412 and 69427 establishing apprenticeship training, workforce diversity, and city resident programs, all as may be amended as of the date of the Financing Agreement, (b) afford the City reasonable access to monitor compliance with such goals and consider the formation of an oversight committee to ensure compliance with such goals and to report its findings to the Board of Alderman of the City, (c) cooperate with the City to provide continued support for the City's efforts regarding contracting with minority and women owned businesses for the construction and operation of the Project, including possible financial, accounting, and/or legal support,

during the term of the Financing Agreement, and (d) enter into a minority participation plan on terms approved by City staff; and

WHEREAS, essential governmental public purposes are being served by entering into the Financing Agreement, causing the bond issues or other debt financings of the Authority and in providing financial assistance to the Project as described herein, and the City hereby finds and determines that it is desirable and in the best interests of the City and its residents and inhabitants to execute the Financing Agreement and undertake the Public Infrastructure Improvements defined herein in order to cause the redevelopment of the Project area in accordance with the Financing Agreement, which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, encouragement of a sense of community identity, safety and civic pride, the elimination of impediments to land disposition and development in the City, creation of sustainable jobs, and provision of additional tax revenue to the City.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION 1.** The Board of Aldermen hereby adopts the foregoing recitals as findings.

**SECTION 2.** The Financing Agreement is hereby approved by the Board of Aldermen of the City, and the Mayor and Comptroller of the City are hereby authorized and directed to enter into and execute the Financing Agreement for and on behalf of the City. The City Register is hereby authorized and directed to attest to the Financing Agreement and to affix the seal of the City thereto. The Financing Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Mayor and as may be consistent

with the intent of this Ordinance and necessary, desirable, convenient or proper to carry out the matters herein authorized.

**SECTION 3.** The Mayor and Comptroller of the City, or their designated representatives, are hereby authorized and directed to take any and all actions and to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary or appropriate in order to carry out the matters herein authorized or required by the Financing Agreement or any documents related to the Project, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

**SECTION 4.** The design, installation, and performance of the public works and improvements made in furtherance of the Project, to wit: vacation, removal and/or reconstruction of public rights of way and City-provided utilities necessary for the Project (collectively, the “Public Infrastructure Work”), are hereby authorized. As required under Section 3.7(e) of the Financing Agreement, the full cost of the Public Infrastructure Improvements, estimated by the Board of Public Service to be \$700,000, shall be paid from funds paid by the Authority or its designee to the hereinafter created Riverfront Stadium Public Works Account. Such Public Infrastructure Work shall be done using materials specified by the Board of Public Service, and in accordance with detailed plans and specifications finally adopted and approved by the Board of Public Service before bids are advertised therefor.

**SECTION 5.** There is hereby created and ordered to be established in the treasury of the City a Riverfront Stadium Public Works Account, and the funds paid by the Authority pursuant to Section Four of this Ordinance shall be deposited therein.

**SECTION 6.** It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**SECTION 7.** The Board of Aldermen hereby finds and determines that this Ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance provides in part for public works and improvements, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.



**EXHIBIT A**

**FINANCING AGREEMENT**